delivery. *Held*, he is subjected to only the obligations of an endorsee, unless it is shown by oral evidence (which is held admissible) that he executed it as maker.

The authorities are hopelessly at variance on the question of anomalous indorsements; some courts holding such an endorser a joint promisor or surety, *McGuire* v. *Bosworth*, 1 La Ann 248. Pennsylvania regarding liens as a guarantor. *Schollenberger* v. *Nelif*, 28 Pa. St. 189. The Connecticut court holds in *Perkins* v. *Catlin*, 11 Conn. 213, that the nature of the indorsement is to be proved by oral evidence, while in *Wright* v. *Morse*, 9 Gray 337, the presumption that he intended to be an original promisor seems to be conclusive. The difficulty of carrying out the intention of the parties and at the same time preserving the certainty and exactness of commercial instruments, possibly accounts for the conflict among the courts.

CONSTITUTIONAL LAW—BANKRUPTCY—ALIMONY—BARCLAY V. BARCLAY, 56 N. E. 636.—Plaintiff in error brings record to the Supreme Court claiming that proceedings, resulting in a decree of alimony, should have been stayed in Circuit Court until adjudication on a bankruptcy petition, and also claiming that Section 12 of Article II of the Constitution: "No person shall be imprisoned for debt, etc.," has been violated. *Held*, that there was no error committed by the Circuit Court.

The question as to whether alimony is a "debt" within the meaning of a statute providing for relief from such debts by a discharge in bankruptcy, seems to be undecided. A decree for alimony and costs is a provable debt under Bankrupt Act of 1898. *In re Van Orden*, 96 Fed. 86. Alimony is not a debt. *Noyes* v. *Hubbard*, 15 L. R. A. 394. Nor is it a "debt" within the constitutional inhibition of imprisonment for debt, and the defendant may be held to answer for contempt in default of payment. *Pain* v. *Pain*, 80 N. Car. 322; *Chase* v. *Ingalls*, 97 Mass. 524. Failure to pay alimony as directed by order of court is no ground for imprisonment. *Wightman* v. *Wightman*, 45 Ill. 167; *Steller* v. *Steller*, 25 Mich. 159.

CONSTITUTIONAL LAW—DENTISTRY—EXAMINATIONS—KNOWLES V. STATE, 45 Atlan. 877 (Md.).—By a legislative act all persons wishing to practice dentistry in Maryland were required to pass an examination given by a State board of examiners. By a clause in the act the board was allowed to waive the examination at its discretion. *Held*, that such an act was constitutional.

As to the constitutional right of a State to require examinations of this kind there can be no doubt. *Dent* v. *W. Va.*, 129 N. S. 114; *Singer* v. *State*, 72 Ind. 464. The point of controversy in the case was whether the right to waive the examination by the board was not conferring upon it unreasonable and arbitrary power, thus making it come under the decision as laid down in *Yick Wo* v. *Hopkins*, 118 U. S. 356. The court reached its decision on the idea that the spirit and principle upon which the act was passed precluded any limit of purely personal and arbitrary power. *Williams* v. *State Board*, 93 Penn. 619; *State* v. *Creditor*, 44 Kan. 568.

CORPORATIONS—PROMOTERS—ATTORNEY AND CLIENT—FREEMAN IMP. CO. V. OSBORN, 60 Pac. Rep. 730 (Colo.).—Where an attorney rendered services to the promoter of a corporation, drawing articles of association, by-laws, etc. *Held*, the charge is an indebtedness of the corporation when it comes into existence. *Bell's Gas Co.* v. *Christie*, 79 Pa. St. 54; *Law* v. *Connecticut, etc., Ry. Co.*, 45 N. H. 370. Contra, *Gent* v. *Manufacturer's Ins. Co.*, 107 Ill. 652.

CORPORATE STOCK—DAMAGES—EVIDENCE—MARKET QUOTATIONS—SALES—WILDES ET AL. V. ROBINSON, 63 N. Y. Sup. 811 (App. Div.).—In an action to recover damages for failure to deliver stock according to contract, evidence as to market quotations on said stock at a certain time was admitted to show its value. *Held*, inadmissible unless based on actual sales. New trial ordered. O'Brien and Ingrahm, J. J., dissenting.